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STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Peter Gruber and Martin SiegmundApplication No./Patent No.: 10/577,197 Filed/Issue Date: April 27, 2006Entitled: Non-Effervescent Form of Sodium Naproxen Comprising I.A Sodium Hydrogen CarbonateBayer Consumer Care AG, a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Date

H.-J. Buse P. Siegmund

Typed or printed name
Controlling Signature Head of Law
20.2.2006

Title



104710-57195
(BHC 051012)

ASSIGNMENT

WHEREAS, we, **Peter Gruber**, of Bächelhurst 13b, D-79249, Merzhausen, Germany and **Martin Siegmund**, of Kaerndelweg 1, D-79618, Rheinfelden, Germany, (Assignors) have invented certain new and useful improvements which are described and claimed in an application for a United States Patent and identified as Application Serial No. 10/577,197 filed on April 27, 2006 entitled

NON-EFFERVESCENT FORM OF SODIUM NAPROXEN COMPRISING I.A. SODIUM HYDROGEN CARBONATE

WHEREAS, **BAYER CONSUMER CARE AG**, a corporation having its principal place of business at Peter Merian-Str. 84, CH-4052, Basel, Switzerland, is desirous of acquiring the entire interest in and to said invention, said applications and all patents to be obtained therefrom.

NOW, THEREFORE, for and in consideration of valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, we have sold, assigned, and set over, and by these presents do hereby sell, assign and set over unto the said **BAYER CONSUMER CARE AG** (Assignee), and said Assignee's legal representatives, successors, the entire right, title and interest, for the whole world, in and to said invention and said application, as well as any subsequent application, including any PCT Application, which claims priority based upon the filing date of any of said applications identified and the patents, both domestic and foreign, that may or shall result therefrom including the right to claim in respect of any subsequent United States and foreign patent applications and patents, the priority date of any of said applications under any United States statute and international convention or treaty; and we do hereby authorize and request the issuance of said patents, domestic and foreign, conformably to the terms of this Agreement.

UPON SAID CONSIDERATION, we do hereby covenant and agree with said Assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and so such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining provisional, original, continuation, continuation-in-part, divisional, reissued, re-examined or extended patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, including but not limited to, giving testimony in any proceedings or transactions involving such applications or patents, and executing preliminary statements and other affidavits, it being understood that the foregoing covenant and

agreement shall bind and inure to the benefit of the assigns and legal representatives of all parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this day of _____, 2006.

Sept 15, 2006

Date

Sept. 15, 2006

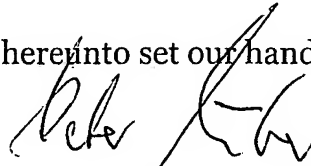
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Sept. 19, 2006

Date

Sept. 19, 2006

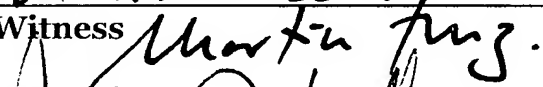
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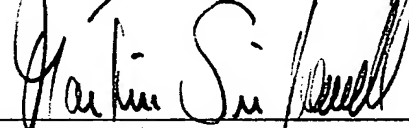


Peter Gruber

DR. MARTIN LENZ

Witness





Martin Siegmund

Witness